

EXHIBIT “A”

STATE OF MICHIGAN THIRD JUDICIAL CIRCUIT WAYNE COUNTY	SUMMONS AND RETURN OF SERVICE 223V46030	CASE NO. 14-015800-NF
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2 Woodward Ave., Detroit MI 48226

Court Telephone No. 313-224-2415

THIS CASE IS ASSIGNED TO JUDGE **Muriel Hughes** Bar Number: 36362

Plaintiff OAKWOOD HEALTHCARE, INC. (Brian Bear)	v	Defendant STATE FARM MUTUAL AUTOMOBILE INSURANCE COM
Plaintiff's Attorney Bruce K. Pazner, P-39913 15200 E Jefferson Ave Ste 104 Grosse Pointe Park, MI 48230-2055		Defendant's Attorney

CASE FILING FEE	JURY FEE
<input checked="" type="checkbox"/> Case Filing Fee - \$150.00	<input type="checkbox"/> Jury Fee - \$85.00

ISSUED 12/11/2014	THIS SUMMONS EXPIRES 3/12/2015	DEPUTY COUNTY CLERK File & Serve Tyler
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*This summons is invalid unless served on or before its expiration date.

CATHY M. GARRETT - WAYNE COUNTY CLERK

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
 2. YOU HAVE 21 DAYS after receiving this summons to file an answer with the court and serve a copy on the other party or take other lawful action (28 days if you were served by mail or you were served outside this state).
 3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
- X There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.

___ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in _____ Court.

___ There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.

___ An action within the jurisdiction of the family division of circuit court involving the family or family members of the parties has been previously filed in _____ Court.

The docket number and assigned judge of the civil/domestic relations action are:

Docket No.	Judge	Bar No.
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The action ☐ remains ☐ is no longer pending.

I declare that the complaint information above and attached is true to the best of my information, knowledge, and belief.

Date 12/11/14Signature of attorney/plaintiff [Signature]**COMPLAINT IS STATED ON ATTACHED PAGES. EXHIBITS ARE ATTACHED IF REQUIRED BY COURT RULE.**

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you to fully participate in court proceedings, please contact the court immediately to make arrangements.

MC 01-3CC (09/2008) SUMMONS AND RETURN OF SERVICE

MCR 2.102(B)(11), MCR 2.104, MCR 2.105, MCR 2.107, MCR 2.113(C)(2)(a),(b), MCR 3.206(A)



DB

STATE OF MICHIGAN

223V46030

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

OAKWOOD HEALTHCARE, INC.
(Brian Bear),

Plaintiff,

-VS-

Case No. 14-
Hon.

NF

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY,

Defendant.

14-015800-NF

FILED IN MY OFFICE
WAYNE COUNTY CLERK
12/11/2014 3:34:21 PM
CATHY M. GARRETT

BRUCE K. PAZNER P39913
JOSHUA S. HAVENS P75678
MARTIN A. HOGG P76312
Attorneys for Plaintiff
15200 E. Jefferson Avenue, Suite 104
Grosse Pointe Park, MI 48230
(313) 822-2244 / FAX: 6097
bruce@paznerlaw.com

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint pending in this Court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a Judge.

/s/ Bruce K. Pazner
BRUCE K. PAZNER (P39913)

COMPLAINT

NOW COMES Plaintiff, **OAKWOOD HEALTHCARE, INC.**, by and through its attorney, **BRUCE K. PAZNER, P.C.**, and for its Complaint states as follows:

COUNT I - BREACH OF CONTRACT

1. That Plaintiff, **OAKWOOD HEALTHCARE, INC.**, is a medical care provider conducting business in City of Dearborn, County of Wayne, State of Michigan.

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2. That Defendant conducts a regular and systematic part of its business in the County of Wayne, State of Michigan.
3. That the amount in controversy is within the jurisdiction of this Court by reason of a claim of damages in an amount in excess of \$25,000.
4. That on or about February 7, 2014, Brian Bear was an occupant of a motor vehicle involved in a accident and sustained accidental bodily injuries within the scope of MCLA 500.3105, et seq.
5. That Brian Bear, pursuant to MCLA 500.3114, qualifies for the payment of no-fault benefits from Defendant.
6. That pursuant to MCLA 500.3114, Defendant is first in order of priority for payment of no-fault benefits incurred by Brian Bear under claim number 22-3V46-030.
7. That Plaintiff has incurred medical expenses in an amount in excess of \$25,000 for the treatment, care, and recovery of Brian Bear associated with injuries sustained in an automobile accident.
8. That pursuant to the contractual and statutory duties owed to Brian Bear, Defendant owes all medical bills incurred by Plaintiff relative to medical services it provided to Brian Bear.
9. That Defendant has refused to pay Plaintiff No-Fault benefits pursuant to the No-Fault Act and is, therefore, in breach of contract.
10. That reasonable proof for full payment of all personal protection insurance benefits has been supplied by Plaintiff to Defendant.

COUNT II - DECLARATORY RELIEF

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11. That Plaintiff repeats and incorporates herein all preceding paragraphs as though more fully set forth herein.
12. That, furthermore, a declaration of rights between the parties is needed to determine:
 - a. The applicability of the No-Fault Act to the claims of the Plaintiff;
 - b. The amount of medical expenses, No-Fault interest, actual attorney fees and other benefits owed to the Plaintiff;
 - c. Whether there is a dispute between two or more automobile insurers concerning their obligation to provide coverage for the equitable distribution of the loss pursuant to MCLA 500.3172;
 - d. Such other determinations, orders or judgments as are necessary to fully adjudicate the rights of the parties.

WHEREFORE, Plaintiff, **OAKWOOD HEALTHCARE, INC.**, seeks damages in excess of \$25,000, plus attorney fees pursuant to MCLA 500.3148 and interest pursuant to MCLA 500.3142.

/s/ Bruce K. Pazner

BRUCE K. PAZNER (P39913)

Attorney for Plaintiff

15200 E. Jefferson Avenue, Suite 104

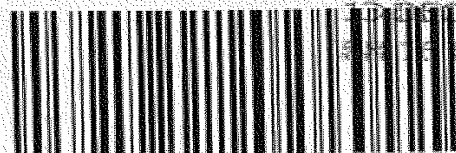
Grosse Pointe Park, MI 48230

(313) 822-2244

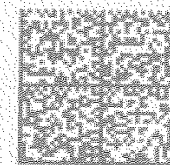
Date: December 11, 2014

Law Offices of Bruce K. Pazner, P.C.
15200 E. Jefferson Avenue, Suite 104
Grosse Pointe Park, MI 48230

22-116030



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DEC 15 2014

Mr. Milt Bossch
Vice President-Agency
State Farm Mutual Automobile Ins. Co.
5528 Portage Road
Portage, MI 49002

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